

CHARLES FRATZ

<p>70</p> <p>1 Q. Let's look at Fratz-3 for a second. 2 Have you ever seen these types of 3 agreements before, credit card agreements? 4 A. I've seen something similar. 5 Q. Are you familiar with how they work? 6 A. No. 7 Q. Not that it's interesting, but have 8 you ever read an agreement? 9 A. Have I ever read one? 10 Q. Yes, a credit card agreement. 11 A. All the way through, no. 12 Q. Now, your testimony is that you don't 13 recall receiving any of these customer 14 agreements when you got your new credit 15 card back in 2002; is that -- 16 A. Correct. 17 Q. -- your testimony? 18 A. Yes. 19 Q. So you are not aware of what that 2002 20 terms and conditions may have said, 21 correct? 22 A. Correct. 23 Q. So it's possible that a 2002 agreement 24 or any agreement that you may have received</p>	<p>72</p> <p>1 arbitration in Bucks County, did you? 2 A. No, I did not. 3 Q. Is it your understanding that you have 4 agreed to pay attorney fees for your 5 attorney for services that he's providing 6 for you in this class action lawsuit? 7 A. Yes. 8 Q. Are you aware of any other persons who 9 have been sued by Goldman and Warshaw where 10 customer agreements similar to Fratz-3 have 11 either been attached to the complaint or 12 have been produced for arbitration or 13 litigation purposes? 14 A. Can you repeat the first part of the 15 question. 16 Q. Are you aware of any other persons who 17 have been sued by Goldman and Warshaw? And 18 in those lawsuits, were customer agreements 19 attached either to the complaint or they 20 were supplied later on in support of 21 documents that would be introduced either 22 at an arbitration or at some trial? 23 A. Am I aware of their existence? 24 Q. Uh-huh.</p>
<p>71</p> <p>1 after, that you don't recall receiving, may 2 have included language that may have 3 said -- strike that question. 4 Do you understand what it means to be 5 a class representative? 6 A. I'm representing the class. 7 Q. Do you understand what those 8 responsibilities are? 9 A. I'm not fully aware of the 10 responsibilities, no. 11 Q. Do you expect to receive any 12 compensation for being the class 13 representative? 14 A. Yes. 15 Q. Do you think you're going to have 16 difficulties with your job? You've 17 indicated it's hard to take time off. Do 18 you think your job will interfere with your 19 ability to be class representative? 20 A. No. I believe if I give them enough 21 notice and explain to them the severity of 22 the situation, they will provide me with 23 the time. 24 Q. But you didn't do that for the</p>	<p>73</p> <p>1 A. No, I am not. 2 Q. So you wouldn't know if there are 3 other people out there who have suffered 4 injuries based on similar claims that you 5 are asserting here in this lawsuit today? 6 A. Correct. 7 Q. I'm looking at a lawsuit dated 8 September 18th, 2008 involving a Charles 9 and Joanne Fratz that was brought in 10 Philadelphia County Court of Common Pleas 11 involving a motor vehicle accident against 12 James Keating [phonetic]. Are you the 13 Charles Fratz in this case? 14 A. No, I'm not. 15 Q. Is that your father? 16 A. That is my father. 17 Q. I'm looking at a lawsuit that was 18 filed October 29th, 2008 in Bucks County, 19 also a motor vehicle accident involving 20 Charles and Joanne Fratz against Katrina 21 and Katherine Cooper. Again, is that your 22 father, or is that you? 23 A. That is my father. 24 MR. EISENBERG: He's an</p>

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<p>1 so, and I'll be happy to rephrase it in 2 such a way that you understand and you can 3 respond; do you understand? 4 A. Yes. 5 Q. Let's not, and I'm very guilty of this 6 as well, try not to talk over each other. 7 I'm going to ask you a question, please let 8 me complete my question and then respond to 9 what I've asked you. On the same token, 10 while you're answering the question, I will 11 do my best not to talk over you and let you 12 complete your answer before I ask you 13 another question; do you understand? 14 A. Yes. 15 Q. I see you're shaking your head. 16 That's fine. But whenever you want to 17 answer a question, I need you to verbalize 18 it. The court reporter here does not know 19 what you mean when you shake your head. 20 A. Understood. 21 MR. EISENBERG: Although I 22 hear it. 23 BY MS. NEEDLEMAN: 24 Q. I can hear something going on in</p>	<p>6 1 today? 2 A. No. 3 Q. Have you consumed any alcohol within 4 the last 24 hours which would impair your 5 ability to understand and respond to my 6 questions? 7 A. No. 8 Q. Very good. All right. Let's begin. 9 CJ, are you familiar with the lawsuit 10 that has been filed in this matter? 11 A. Yes. 12 Q. In your own words, can you tell me 13 what this lawsuit is about? 14 A. It is a class action suit that the law 15 firm representing Capital One, Goldman and 16 Warshaw -- I don't know -- they 17 misrepresented themselves in suing -- in 18 their suit against me. 19 Q. That's your understanding of the 20 lawsuit? 21 A. That's my understanding of the 22 lawsuit. 23 Q. That's fine. 24 And do you understand the claims that</p>	8
<p>1 there, I just want to make sure that any 2 response to my question is the accurate 3 response that you wanted to give; do you 4 understand? 5 A. Yes. 6 Q. If at any time during this process and 7 this deposition you need take a break, 8 please let me know and I'll be happy to 9 accommodate you; do you understand? 10 A. Yes. 11 Q. The court reporter just swore you in, 12 meaning that the statements you're going to 13 make are going to be to the best of your 14 knowledge and truthful. If we take a 15 break, I ask that while you can talk to 16 your attorney, you cannot talk to your 17 attorney about any of the questions that I 18 have asked you in this deposition; do you 19 understand? 20 A. Yes. 21 Q. Have you in the last 24 hours taken 22 any over-the-counter drugs or medication 23 that would impair your ability to 24 understand or respond to my questions</p>	<p>7 1 you have brought against Goldman and 2 Warshaw? 3 A. Yes. 4 Q. What are those claims? 5 A. That they brought wrongful suit 6 against me. 7 Q. When you say suit, do you mean the 8 action in Bucks County that they brought 9 against, the lawsuit in Bucks County that 10 they brought against you? 11 A. Yes. 12 Q. Do you understand what a class action 13 lawsuit is? 14 A. No, I do not. 15 Q. I'm going to show what I have marked 16 already as Fratz-1. I put that in front of 17 you. I'm going to give a copy to your 18 counsel. I'm going to ask that you keep 19 this copy. I've tabbed it, because there's 20 some pages in this document I want you to 21 look at. I just thought it would be easier 22 for you to get to those documents. 23 When was the first time you saw this 24 lawsuit?</p>	9

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1	like to take a break?	1	Q. Why not?
2	THE WITNESS: Yeah. That	2	A. I was working.
3	might help me rephrase my statement.	3	Q. You could not take the day off?
4	(At this time, there was a	4	A. No. In my line of work I can request
5	brief recess taken.)	5	a day off, but it is a request, it is not
6	BY MS. NEEDLEMAN:	6	something that is guaranteed. And I was
7	Q. CJ, I'm going to try to reask my	7	not given the day off.
8	question again.	8	Q. Had you made a request prior to the
9	I need you to explain to me -- you	9	arbitration for the day off?
10	understand the basis of the debt and what	10	A. No, I did not.
11	that means; is that correct?	11	Q. So -- all right. Were you advised of
12	A. Yes.	12	the outcome of the arbitration?
13	Q. I need you to explain to me how the	13	A. Yes.
14	customer agreement that was provided to	14	Q. Are you prepared to pay Capital One
15	your attorney on March 29th, 2001 is a	15	4,597-dollars and 51-cents which was the
16	false representation as to the basis of the	16	arbitration award?
17	debt?	17	A. Meaning, do I have that money?
18	A. And my statement was that it is not	18	Q. Let me rephrase the question.
19	false in relation to Exhibit Fratz-4.	19	Are you aware that there was an award
20	Q. Okay.	20	against you?
21	A. What I believe it to be false is to	21	A. Yes.
22	charges prior to those provided in Fratz-4	22	Q. Are you prepared to pay that
23	that are included in the balance on	23	arbitration award?
24	statements within Fratz-4.	24	A. Yes.
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1	Q. Okay. Do you believe that the	1	Q. How are you going to pay the award?
2	customer agreement provided to your	2	A. I don't know. At this point in time,
3	attorney on March 29th, 2001 is a contract	3	I do not have -- I don't know.
4	between yourself and Capital One?	4	Q. Are you aware of whether your attorney
5	MR. EISENBERG: I have to	5	made any arguments regarding your FDCPA
6	object, Joanne.	6	claims which were in the answer to the
7	He's not a lawyer.	7	Bucks County case?
8	MS. NEEDLEMAN: Well, I can	8	A. Am I aware of what was --
9	ask what he believes.	9	Q. Are you aware of whether your attorney
10	THE WITNESS: Can you repeat	10	made any arguments regarding the FDCPA
11	the question?	11	claims which were part of your answer to
12	BY MS. NEEDLEMAN:	12	the Bucks County case?
13	Q. Sure. Do you believe that the	13	A. I'm -- no.
14	customer agreement provided to your	14	Q. You were not aware?
15	attorney on March 29th is a contract	15	A. No.
16	between you and Capital One?	16	Q. Did you have any discussions with your
17	A. I do not. No, I do not believe so.	17	attorney prior to the arbitration about
18	Q. Were you aware on October 11th, 2001	18	what he was going to say in your defense?
19	there was an arbitration in the Bucks	19	A. Yes.
20	County case?	20	Q. How much have you paid Mr. Eisenberg
21	A. Yes.	21	for his representation in the defense of
22	Q. And that you did not appear at that	22	the Bucks County case?
23	arbitration, did you?	23	A. I believe it was 1,500-dollars.
24	A. No.	24	Q. And when did you pay him